

Sheila R. Cizauskas HIGHLY CONFIDENTIAL  
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<p style="text-align: right;">186</p> <p>1 finance department who would know the answer to 2 that question? 3 A. Andreana Shanley. 4 Q. What is Ms. Shanley's position? 5 A. She's the director of actuary. 6 Q. Anyone else? 7 A. Maybe Steve Fox, director of provider 8 relations. 9 Q. Anyone else? 10 A. I can't think of anyone else. 11 MR. MANGI: Let me take a quick break. 12 VIDEO OPERATOR: The time is 2:42. We're 13 off the record. 14 (Recess was taken.) 15 VIDEO OPERATOR: The time is 2:53 p.m. 16 This is Cassette 3 in the deposition of Sheila 17 Cizauskas. We're on the record. 18 Q. Are there any members of the Hospital 19 Outpatient Department Fee Schedule Group who are 20 also members of the Provider Financial Strategies 21 Work Group other than yourself? 22 A. Mike Marrone, John Killion was in and out</p>	<p style="text-align: right;">188</p> <p>1 attendees? 2 A. Yes. 3 Q. I'd like to draw your attention to the 4 last bullet point under "Hospital Multi-Year 5 Strategy." 6 A. Uh-huh. 7 Q. Does that bullet point pertain to the work 8 of the outpatient department fee schedule group? 9 A. Yes. 10 Q. Do you see under "Action Items: Next 11 Steps," it says, "Sheila to continue her 12 presentation at the next meeting"? 13 A. Correct. 14 Q. Does this refresh your recollection as to 15 how many meetings the work of the Hospital 16 Outpatient Department Fee Schedule Group was 17 discussed at? 18 A. According to my recollection, I presented 19 the overall hospital contracting plan at this 20 meeting, which that last bullet point was part of 21 that, and didn't get to two pieces of the plan that 22 I was supposed to present at a subsequent meeting,</p>
<p style="text-align: right;">187</p> <p>1 of the Hospital Outpatient Fee Schedule Group, and 2 he's also a member of Provider Financial Strategy. 3 Q. When the Provider Financial Strategy Work 4 Group discussed this issue, who was tasked with 5 presenting the findings and analysis of the 6 provider -- of the Hospital Outpatient Department 7 Fee Schedule Group? 8 A. I don't remember specifically, but I know 9 that, as part of my presentation of the overall 10 hospital contracting strategy, I presented that 11 component as a bullet point in there. 12 Q. Let me show you another document. 13 (BCBSMA-AWP 12501 marked Exhibit 14 Cizauskas 003.) 15 Q. Would you please review that document, 16 Exhibit Cizauskas 003, and let me know when you're 17 ready to proceed. 18 A. (Witness reviews document.) Okay. 19 Q. These are the minutes of a July 11, 2005 20 meeting of the PFSW, right? 21 A. Yes. 22 Q. And you're listed there as one of the</p>	<p style="text-align: right;">189</p> <p>1 but I don't believe I ever did, and it -- the two 2 pieces were unrelated to the AWP. 3 Q. The AWP-related components we've been 4 talking about were all discussed and analyzed at 5 the meeting of July 11, 2005. 6 A. I believe so. 7 Q. The third bullet point from the top -- 8 A. Uh-huh. 9 Q. -- this refers to "Key changes in approach 10 to hospital contracting." Do you see that? 11 A. Yes. 12 Q. Okay. The first one is, "We will provide 13 the potential for the hospitals to earn reasonable 14 cost, plus a margin with the percentage of payment 15 that is linked to performance increasing as a 16 portion of the total increase over the three- to 17 four-year contract cycle." 18 A. Uh-huh. 19 Q. Now, did this pertain to inpatient -- 20 inpatient reimbursement to hospitals? 21 A. This referred to the total reimbursement 22 to the hospital.</p>

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<p style="text-align: right;">190</p> <p>1    Q. Okay. Now, under the first point which we  2 just looked at, "Providing the potential for  3 hospitals to earn reasonable cost plus a margin --"  4    A. Uh-huh.  5    Q. -- that wasn't a change from prior  6 approach, was it?  7    A. That was not a change.  8    Q. Okay. That -- that part of the sentence  9 had been a consistent approach --  10    A. Correct.  11    Q. -- at BCBS in the past.  12    A. Yes.  13    MR. COCO: Objection.  14    Q. The second part of that sentence is, "With  15 the percentage of payment that is linked to  16 performance increasing as a proportion of the total  17 increase," is that the change that is being  18 referred to?  19    A. That is a change in this plan.  20    Q. And the -- the consistent strategy which  21 we just talked about, which is to provide a  22 reasonable cost plus a margin, that's true of</p>	<p style="text-align: right;">192</p> <p>1 work of the Hospital Outpatient Department Fee  2 Schedule Group?  3    A. Just the AWP fee schedule piece of that  4 bullet.  5    Q. So, that part of the second bullet and the  6 last bullet would pertain to the work of the  7 Hospital Outpatient Department Fee Schedule Group?  8    A. Correct.  9    Q. Do any other bullet points relate to the  10 work of that group?  11    A. I don't think so. (Witness reviews  12 document.) No, I don't think there is anything  13 else.  14    Q. The bottom of the page says, "Draft agenda  15 for 7/25 meeting." You'll see there's an entry  16 there with your name by it.  17    A. Yes.  18    Q. Are those the sections that you did not  19 get to?  20    A. Correct.  21    Q. What does "BH rates" mean?  22    A. Behavioral health rates.</p>
<p style="text-align: right;">191</p> <p>1 physician offices as well as hospitals, correct?  2    A. No.  3    MR. COCO: Objection.  4    Q. That's not true of physician offices?  5    A. I'm not aware of the strategy on physician  6 offices. My role is on hospitals.  7    Q. But you do know that that's always been  8 true in relation to hospitals.  9    A. I don't know that it's always been true.  10    Q. It's been true for the period of time  11 you've been at the company?  12    A. It was true when I arrived at the company,  13 and that's when I became aware of it.  14    Q. The second bullet point from the top,  15 "Sheila reviewed the elements of commercial  16 hospital contracts for 2005, FY '06 --" is that  17 full year '06?  18    A. Fiscal year.  19    Q. "-- fiscal year '06, including core rate  20 increases, performance incentives -- quality and  21 technology, AWP fee schedule," and then it  22 continues. Is this bullet also referring to the</p>	<p style="text-align: right;">193</p> <p>1            (BCBSMA 005188-5239 marked Exhibit Cizauskas  2 004.)  3    Q. I show you a document which was marked as  4 Exhibit Cizauskas 004. Can you please take a look at  5 that document, and let me know when you're done.  6    A. (Witness reviews document.) Okay.  7    Q. Now, earlier in the day we discussed  8 HealthONE --  9    A. Yes.  10    Q. -- which is one of the entities which has  11 and continues to be reimbursed on a global  12 capitated rate, including drugs. Do you recall  13 that testimony?  14    A. Yes.  15    Q. Are Harvard Vanguard Medical Associates,  16 Dedham Medical Associates, and Southboro Medical  17 Group, Inc. part of HealthONE?  18    A. Yes.  19    Q. So, these -- are these -- do these  20 documents together make up the contract whereby  21 HealthONE receives the global capitated rate that  22 we've discussed?</p>

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<p style="text-align: right;">194</p> <p>1 A. I'm not sure if this is all of it or not. 2 I would have to go into my files and pull all of 3 the -- if there are any amendments or anything 4 associated with this. 5 Q. If you have a look at the second page of 6 the document, which is the page Bates numbered 7 5189 -- 8 A. Uh-huh. 9 Q. -- you'll see there is a table of 10 contents. 11 A. Uh-huh. 12 Q. Do -- are the components of that table of 13 contents present in this document? 14 A. (Witness reviews document.) It looks like 15 they are. 16 Q. And that's similarly true for the Dedham 17 Medical Associates' part and the Southboro Medical 18 Group, Inc. part, right? 19 A. I'll take a moment here. (Witness reviews 20 document.) Yes. 21 Q. Now, the Harvard Vanguard Medical 22 Associates' part -- if you turn to Page Bates</p>	<p style="text-align: right;">196</p> <p>1 A. But there -- there are copies of all the 2 contracts available. 3 Q. And do you know how to locate those 4 contracts? 5 A. Yes. 6 Q. Now, is there a reason why the first part 7 of this document, which has "Harvard Vanguard 8 Medical Associates, Inc." in the header -- 9 A. Uh-huh. 10 Q. -- is entitled "Exhibit A-1," but so, too, 11 is the second part, which is Dedham Medical 12 Associates -- 13 A. Uh-huh. 14 Q. -- whereas, the third part is A-3, 15 Southboro Medical Group? 16 A. What is the question? 17 Q. Is there a reason why there are two A-1s 18 and then an A-3? 19 A. I don't know. I'd have to go back and 20 look through the history of the file to see what 21 the chronology would be. 22 Q. Is -- is HealthONE made up of just these</p>
<p style="text-align: right;">195</p> <p>1 numbered 5202, which is Page 13 of the document, 2 you will see a signature page. Are you there? 3 A. Uh-huh. Yes. 4 Q. You will see the date of the signature 5 there is March 8, '04. 6 A. Yes. 7 Q. Is this the contract that's currently in 8 place with HealthONE? 9 A. (Witness reviews document.) I don't know 10 that this is everything that's currently in place. 11 Q. Would you -- 12 A. There -- 13 Q. I'm sorry. Go ahead. 14 A. There have been some additional 15 discussions with HealthONE on components of their 16 contract since then. 17 Q. Are the -- are any changes or amendments 18 to this contract or parts of this -- additional 19 parts of this contract contained within your files 20 at BCBS of Massachusetts? 21 A. Not my personal files. 22 Q. Are they available in company files?</p>	<p style="text-align: right;">197</p> <p>1 three entities, or are there other entities? 2 A. There's one additional entity. 3 Q. What is that entity? 4 A. South Shore Medical Center. 5 Q. Would you expect there to be a similar 6 section of this contract dealing with South Shore 7 Medical Center? 8 A. I would expect so. 9 MR. COCO: Adeel, I don't want to make a 10 speaking objection, but I -- in answering some of 11 your questions, you may want to refer to the first 12 paragraph on 5190, and I'm saying this just for 13 your purposes -- as opposed to the witness's -- 14 with respect to your question on whether this is a 15 complete agreement or not. 16 MR. MANGI: (Reviews document.) Mark 17 Exhibit Cizauskas 005. 18 (BCBSMA-AWP 12593-12609 marked 19 Exhibit Cizauskas 005.) 20 Q. Now, at the bottom of the first page of 21 Exhibit Cizauskas 005, it's an e-mail from Mike 22 Mulrey sent to a group of four people, of which you</p>

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<p style="text-align: right;">198</p> <p>1 are one. Do you see that?</p> <p>2 A. Uh-huh.</p> <p>3 Q. It's dated January 14th, 2004. Could you</p> <p>4 review that e-mail, please, and let me know when</p> <p>5 you're ready to proceed.</p> <p>6 A. (Witness reviews document.)</p> <p>7 (Discussion off the record.)</p> <p>8 A. Okay.</p> <p>9 Q. Is there -- withdraw that. Why was Mr.</p> <p>10 Mulrey sending this e-mail to you regarding his</p> <p>11 analysis of cost impact to the BC 65 network of a</p> <p>12 change in methodology?</p> <p>13 A. I can't really say. I mean, I'm</p> <p>14 frequently included on e-mails having to do with --</p> <p>15 with hospital rates or physician components of Blue</p> <p>16 Care 65.</p> <p>17 Q. Do you remember receiving this e-mail?</p> <p>18 A. I don't specifically remember, no.</p> <p>19 Q. Does this e-mail refresh your recollection</p> <p>20 at all as to whether or not BCBS of Massachusetts</p> <p>21 did follow Medicare's lead in changing methodology</p> <p>22 pertaining to the BC 65 product line?</p>	<p style="text-align: right;">200</p> <p>1 be a good person to ask about the Blue Care 65 fee</p> <p>2 schedule.</p> <p>3 MR. MANGI: Exhibit Cizauskas 006.</p> <p>4 (BCBSMA-AWP 12496 marked Exhibit Cizauskas</p> <p>5 006.)</p> <p>6 Q. Would you review that document, and let me</p> <p>7 know when you're ready to proceed, please.</p> <p>8 A. (Witness reviews document.) Okay.</p> <p>9 Q. Now, this e-mail is from Mr. Michael</p> <p>10 Marrone?</p> <p>11 A. Marrone, yes.</p> <p>12 Q. Mr. Marrone is, together with you, is one</p> <p>13 of the two people in charge of the work of the</p> <p>14 Hospital Outpatient Department Fee Schedule Group,</p> <p>15 correct?</p> <p>16 A. Correct.</p> <p>17 Q. Does this e-mail pertain to the work of</p> <p>18 the Hospital Outpatient Department Fee Schedule</p> <p>19 Group?</p> <p>20 A. It looks like the major purpose of the</p> <p>21 e-mail was to -- it looks like -- answer some</p> <p>22 questions regarding a hospital system negotiation.</p>
<p style="text-align: right;">199</p> <p>1 A. Clearly, I was a recipient of the e-mail.</p> <p>2 And at the time, I probably read it. But since</p> <p>3 it's not my area of responsibility, it wasn't</p> <p>4 something that sunk into my everyday concern.</p> <p>5 Q. I understand that. My -- my question was,</p> <p>6 does reading this e-mail, talking about BC 65 --</p> <p>7 A. Uh-huh.</p> <p>8 Q. -- stir your memory or awaken any</p> <p>9 recollections as to whether or not BCBS of</p> <p>10 Massachusetts did follow Medicare's lead in</p> <p>11 changing methodologies for the BC 65 network?</p> <p>12 A. Well, the e-mail certainly says that --</p> <p>13 that the analysis was done and that the</p> <p>14 recommendation was being made to do so, but I don't</p> <p>15 have an independent recollection.</p> <p>16 MR. COCO: While we're on this topic,</p> <p>17 during the break --</p> <p>18 THE WITNESS: Right.</p> <p>19 MR. COCO: -- she had remembered something</p> <p>20 in response to a question.</p> <p>21 Q. Would you like --</p> <p>22 A. I have remembered that Mike Mulrey would</p>	<p style="text-align: right;">201</p> <p>1 Q. I'd like to draw your attention to the</p> <p>2 paragraph marked "AWP Valuation."</p> <p>3 A. Yes.</p> <p>4 Q. Could you review that paragraph.</p> <p>5 A. Yes.</p> <p>6 Q. Have you had a chance to look at that?</p> <p>7 A. Yes.</p> <p>8 Q. Isn't that paragraph referring to the</p> <p>9 implementation of AWP in relation to hospital</p> <p>10 outpatient departments?</p> <p>11 A. That -- that paragraph is valuing the</p> <p>12 impact of moving to the AWP fee schedule as one of</p> <p>13 the components of this hospital system negotiation.</p> <p>14 Q. Now, the paragraph starts with, "The 3.9</p> <p>15 million included Medicare."</p> <p>16 A. Correct.</p> <p>17 Q. Do you have any idea of what that's</p> <p>18 referring to?</p> <p>19 A. It's referring to the hospital outpatient</p> <p>20 Medicare services.</p> <p>21 Q. In other words, he's saying the 3.9</p> <p>22 million figure includes -- well, withdraw that.</p>



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<p style="text-align: right;">202</p> <p>1 I'm sorry. I didn't follow your last --</p> <p>2 A. At the hospital system, Caritas, there was</p> <p>3 an analysis done on the impact of moving to the AWP</p> <p>4 fee schedule, and it included all the products,</p> <p>5 including Medicare product.</p> <p>6 Q. Including BC 65, for example?</p> <p>7 A. Correct.</p> <p>8 Q. So, the first sentence indicates that in</p> <p>9 relation to this one specific hospital system,</p> <p>10 which is Caritas Hospital system --</p> <p>11 A. Yes.</p> <p>12 Q. -- moving to the AWP-based methodology</p> <p>13 from the previous charge-based methodology would</p> <p>14 result in a savings of \$3.9 million?</p> <p>15 A. The difference between their</p> <p>16 percent-of-charge methodology and an AWP</p> <p>17 methodology -- Mike is saying -- was this number.</p> <p>18 Q. Okay. And was the AWP methodology, did</p> <p>19 that come to 3.9 million less than the</p> <p>20 percent-of-charge methodology?</p> <p>21 A. Yes, that's what it looks like he's</p> <p>22 saying.</p>	<p style="text-align: right;">204</p> <p>1 Q. Would that be John Killion?</p> <p>2 A. I doubt it. It would not have been John</p> <p>3 Killion.</p> <p>4 Q. He then says, "This analysis, as is all of</p> <p>5 our AWP analysis, values the savings associated</p> <p>6 with the first-year implementation of the AWP</p> <p>7 reimbursement methodology." When he says, "As is</p> <p>8 all of our AWP analysis," is he referring to the</p> <p>9 other analysis performed in conjunction with the</p> <p>10 work of the Hospital Outpatient Department Fee</p> <p>11 Schedule Group?</p> <p>12 MR. COCO: Objection.</p> <p>13 A. I believe that's what he would have been</p> <p>14 referencing, though this is his e-mail, not mine.</p> <p>15 Q. And then he says that they are still</p> <p>16 trying to find a solid way to estimate future</p> <p>17 savings -- or savings for future years.</p> <p>18 A. Correct.</p> <p>19 Q. You'll be happy to know we're not going to</p> <p>20 go through all of these. Do you know who Mary</p> <p>21 Powers is?</p> <p>22 A. Powers? It sounds like a name I should</p>
<p style="text-align: right;">203</p> <p>1 Q. And he says, "If we adjust for that, the</p> <p>2 commercial estimate is 3.5 million. However, this</p> <p>3 needs to be trended for one year, which would bring</p> <p>4 the commercial number back up close to 3.9." And</p> <p>5 there he's referring to how the number would change</p> <p>6 if you excluded the managed Medicare products from</p> <p>7 the analysis, is that correct?</p> <p>8 MR. COCO: Objection.</p> <p>9 A. I'm not sure what -- I'm not sure exactly</p> <p>10 what he's -- how he's itemizing each piece.</p> <p>11 Q. Okay. Do you recall reviewing this e-mail</p> <p>12 when you received it in November of '05?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. When he says, "If we adjust for</p> <p>15 that, the commercial estimate is 3.5 million,"</p> <p>16 what did you understand him to be referring to?</p> <p>17 A. I understood that the -- of the 3.9</p> <p>18 million, 3.5 was for commercial.</p> <p>19 Q. He then says in parentheses, "John is</p> <p>20 running some numbers this morning." Who is the</p> <p>21 "John" referred to there?</p> <p>22 A. I'm not sure.</p>	<p style="text-align: right;">205</p> <p>1 know. I think she's someone that left the company,</p> <p>2 so I didn't really know her very well.</p> <p>3 MR. MANGI: Exhibit Cizauskas 006.</p> <p>4 THE WITNESS: Exhibit Cizauskas 007.</p> <p>5 (BCBSMA-AWP 000173-000175 marked Exhibit</p> <p>6 Cizauskas 007.)</p> <p>7 Q. Now, I understand this is a document</p> <p>8 generated prior to your arrival at BCBS -- you'll</p> <p>9 see on the top left the date is 10/1/99 -- however,</p> <p>10 based on your experience at the company working on</p> <p>11 hospital contracting, do you have an understanding</p> <p>12 as to the analysis that's being performed in this</p> <p>13 document?</p> <p>14 MR. COCO: Objection.</p> <p>15 A. I've never seen this type of analysis.</p> <p>16 Q. Could you take a look at the second page</p> <p>17 of the document. Have you ever seen analysis of</p> <p>18 this type?</p> <p>19 MR. COCO: Objection.</p> <p>20 A. I've never seen this.</p> <p>21 Q. You'll see that under "Milton Hospital" or</p> <p>22 "South Shore Hospital" there's a column for "99</p>

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<p style="text-align: right;">206</p> <p>1 Redbook AWP," which has a price by it, and then 2 there's a column for "Acquisition 99 AWP minus 35 3 percent." Have you ever seen comparisons of AWP 4 numbers with numbers entitled "Acquisition"? 5 A. No. 6 MR. MANGI: For the record, this document 7 is Bates numbered BCBSMA-AWP 173 to 175, and we 8 request the name of the custodian and author of 9 that document. 10 MR. COCO: That request assumes that it's 11 a Blue Cross Blue Shield-generated document. 12 MR. MANGI: Well -- 13 MR. COCO: Simply because a document is on 14 file does not mean that it's a Blue Cross Blue 15 Shield document. 16 MR. MANGI: But it does mean that someone 17 at Blue Cross Blue Shield is a custodian for the 18 document. 19 (BCBSMA-AWP 12496-12500 marked Exhibit 20 Cizauskas 008.) 21 Q. Now, Exhibit Cizauskas 008 -- the first page 22 of this is an e-mail that we looked at earlier, but</p>	<p style="text-align: right;">208</p> <p>1 hospital outpatient drug reimbursement. 2 MR. COCO: Objection. 3 A. (Witness reviews document.) It -- it 4 presents the -- as part of the proposal that they 5 will move to the hospital outpatient drug fee 6 schedule. 7 Q. And that's the paragraph under the table 8 on the page Bates numbered 12497? 9 A. Yes. 10 Q. Anything else? 11 A. That's the only thing I see that relates 12 to the hospital outpatient fee schedule. 13 Q. The bottom of the first page there is a 14 section entitled "Hospital Cash Payments." 15 A. Yes. 16 Q. What are these hospital cash payments? 17 A. What are they? 18 Q. Yeah. 19 A. They are cash payments in the amounts laid 20 out. 21 Q. Okay. The first one is "CY '05," what 22 does that mean?</p>
<p style="text-align: right;">207</p> <p>1 this also has an additional set of pages attached to 2 it which are entitled "BCBSMA Proposal to CCNS." 3 A. Correct. 4 Q. Do you see that? 5 A. Yes. 6 Q. Is CCNS an acronym for the Caritas -- 7 A. Yes. 8 Q. -- hospital system? 9 A. Yes. 10 Q. What does CCNS stand for? 11 A. Caritas Christie Network System, I think. 12 Q. How large is the Caritas system? 13 A. I think it has six hospitals and 14 associated physician groups. 15 Q. Does this four-page document contain any 16 analysis pertaining to the outpatient department 17 drug reimbursement component? 18 A. Any analysis? 19 Q. Analysis or discussion. 20 MR. COCO: Objection. 21 A. I'm sorry? 22 Q. Any analysis or discussion pertaining to</p>	<p style="text-align: right;">209</p> <p>1 A. That would be the time frame in which that 2 cash payment would have been made. 3 Q. Does that stand for calendar year '05? 4 A. Yes. 5 Q. Okay. That first payment is "\$4 million 6 to be paid within ten days of signature to 7 contracts." 8 A. Correct. 9 Q. Is that -- were there any other conditions 10 to that \$4 million payment? 11 MR. COCO: Objection. 12 A. I'm not sure which part of -- there was a 13 condition to one of these payments that the 14 emergency medicine physicians would be 15 participating in the network, so probably would 16 have been that 4 million, there was a condition for 17 1 million of it. 18 Q. Is it -- is it standard for BCBS of 19 Massachusetts to offer hospitals cash payments that 20 are subject only to signature of the contract? 21 A. No. 22 Q. Why was this \$4 million cash payment being</p>

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<p style="text-align: right;">210</p> <p>1 offered to Caritas?</p> <p>2 A. I think there were a lot of -- a lot of</p> <p>3 circumstances that led to the decision to make a</p> <p>4 cash payment, many of which were -- I was not</p> <p>5 necessarily privy to.</p> <p>6 Q. What are the circumstances that you were</p> <p>7 privy to?</p> <p>8 A. There was a -- there -- it was a hospital</p> <p>9 system that was in financial distress, and there</p> <p>10 was some feeling that there was a need to help in</p> <p>11 the short term, but not necessarily build</p> <p>12 additional dollars into the rates that would go on</p> <p>13 long term.</p> <p>14 Q. Was it in BCBS of Massachusetts' interest</p> <p>15 to help shore up an unrelated hospital group that</p> <p>16 was in financial difficulty?</p> <p>17 A. I can't say -- I can't speak for the</p> <p>18 organization at large, except that I know that Blue</p> <p>19 Cross is very community oriented and -- and cares</p> <p>20 about the -- the hospitals in the network.</p> <p>21 Q. Well, was this \$4 million intended to be</p> <p>22 paid as a community service to help ensure adequate</p>	<p style="text-align: right;">212</p> <p>1 Q. The second entry there is a \$2.6 -- \$2.7</p> <p>2 million Medicaid shortfall funding payment. What</p> <p>3 does that refer to?</p> <p>4 A. Blue Cross is aware that there is --</p> <p>5 through -- has become aware that there is a</p> <p>6 shortfall between what Medicaid pays and what the</p> <p>7 costs of providing care is and made a decision to</p> <p>8 offer some assistance to hospitals in the short</p> <p>9 term, while at the same time working with the state</p> <p>10 and other constituencies in the state to encourage</p> <p>11 more rational payment for Medicaid services so that</p> <p>12 the commercial payers were not in a position of</p> <p>13 having to make up the difference.</p> <p>14 Q. Now, how did Blue Cross Blue Shield of</p> <p>15 Massachusetts become aware of the inadequacy of</p> <p>16 Medicaid payments?</p> <p>17 A. The hospitals consistently made us aware</p> <p>18 and looked to Blue Cross for payments in excess of</p> <p>19 what they would normally need in order to help make</p> <p>20 up the difference.</p> <p>21 Q. And was the point that the hospitals were</p> <p>22 communicating that Medicaid payments were</p>
<p style="text-align: right;">211</p> <p>1 hospital facilities were available, as opposed to a</p> <p>2 -- there being a commercial reason for this</p> <p>3 payment?</p> <p>4 MR. COCO: Objection.</p> <p>5 A. What do you mean by "commercial reason"?</p> <p>6 Q. A business reason, as opposed to an</p> <p>7 altruistic reason.</p> <p>8 MR. COCO: Objection.</p> <p>9 A. I really can't say what the motivation</p> <p>10 organizationally was. There were people involved</p> <p>11 in this negotiation that were far above my grade</p> <p>12 level.</p> <p>13 Q. Were there any reasons for the payment</p> <p>14 you're aware of, other than the altruistic motive</p> <p>15 you just described?</p> <p>16 MR. COCO: Objection.</p> <p>17 A. I don't know.</p> <p>18 Q. Was any part of the decision to offer a</p> <p>19 cash payment to incentivize hospitals to move</p> <p>20 towards an AWP-based methodology in the outpatient</p> <p>21 departments?</p> <p>22 A. No.</p>	<p style="text-align: right;">213</p> <p>1 insufficient when considered at a global level,</p> <p>2 including all Medicaid reimbursements for services,</p> <p>3 for drugs, and so on?</p> <p>4 MR. COCO: Objection.</p> <p>5 A. I just know that it was a -- it was</p> <p>6 Medicaid in general. Nothing specific.</p> <p>7 Q. Now, what -- you described some work that</p> <p>8 BCBS has done as a result to encourage Medicaid to</p> <p>9 increase payments. Can you describe what you were</p> <p>10 referring to there.</p> <p>11 A. I don't know directly. I only know that</p> <p>12 Blue Cross is in contact with the state and with</p> <p>13 other constituencies, and I don't know what the</p> <p>14 work is specifically.</p> <p>15 Q. Who's in charge of that work?</p> <p>16 A. Peter Meade.</p> <p>17 Q. What is Mr. Meade's position?</p> <p>18 A. He is a senior vice president for -- I</p> <p>19 don't know what his title is -- external affairs</p> <p>20 or -- he may be an executive vice president. I</p> <p>21 don't know. Way up there.</p> <p>22 Q. The third entry on 12497 is, "A million</p>

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<p style="text-align: right;">214</p> <p>1 dollar one-time payment for the value of the 2 incremental increase to hospital rates." What is 3 that referring to? 4 A. The negotiation became protracted and 5 extended beyond when the rates would have been 6 implemented, which would have been October 1st, and 7 so, this payment was to make up for the -- that 8 time frame between October 1st and when -- and 9 December 1st -- the lost value of the rate increase 10 during that time frame. 11 Q. The fourth entry there has another \$2.6 to 12 \$2.7 million payment for "shortfall funding to 13 hospitals." What does that refer to? 14 A. That's another payment for the next fiscal 15 year for Medicaid shortfall. 16 Q. How many hospitals is BCBS of 17 Massachusetts currently paying Medicaid shortfall 18 payments to? 19 MR. COCO: Objection. 20 A. I don't know exactly. Ten to 15. It 21 would be an estimate. 22 Q. And how many hospitals in total does BCBS</p>	<p style="text-align: right;">216</p> <p>1 it. 2 Q. If there's a conflict between the number 3 that the hospital provides and the number that BCBS 4 estimates, which number prevails? 5 A. This is a negotiated number, and it's 6 really intended to be a gesture of help, but not 7 anything that would be quantifiable through a 8 methodology that would be verified. 9 Q. What is the business incentive to BCBS of 10 Massachusetts to make these Medicaid shortfall 11 payments -- 12 MR. COCO: Objection. 13 Q. -- to hospitals? 14 MR. COCO: Objection. 15 A. The hospitals are -- are looking for 16 relief, and they're looking to the commercial 17 payers, and it's really a -- it's really a gesture 18 of goodwill that I can see. 19 Q. Why are the hospitals looking to 20 commercial payers rather than to the government? 21 A. I think they're looking everywhere. 22 Q. Is it fair to say that they're looking at</p>
<p style="text-align: right;">215</p> <p>1 of Massachusetts contract with? 2 A. Acute care hospitals, 72. 3 Q. What distinguishes the ten to 15 hospitals 4 that are receiving Medicaid shortfall payments from 5 BCBS of Massachusetts from the other? 6 A. They would have -- they would have been 7 hospitals that were up for renewal for 10/1/05, and 8 they would have been hospitals that our estimate -- 9 our analysis would have shown that they had a 10 Medicaid shortfall. 11 Q. Is BCBS of Massachusetts independently 12 analyzing the finances of hospitals to see whether 13 or not they have Medicaid shortfalls? 14 A. Only to the extent that we have 15 publicly-reported data and using that as a proxy to 16 estimate what we think there may be in a Medicaid 17 shortfall. 18 Q. Are the hospitals also making 19 representations to BCBS of Massachusetts as to what 20 their shortfall is? 21 A. They're making representations of a 22 shortfall, and we don't try to match that or verify</p>	<p style="text-align: right;">217</p> <p>1 the commercial payers not only for financial 2 assistance, but also for assistance in lobbying the 3 government to increase Medicaid payments? 4 A. I can't speak for them. 5 MR. COCO: Objection. 6 Q. Well, isn't that what they've done with 7 BCBS of Massachusetts? 8 MR. COCO: Objection. 9 A. They -- isn't what would they have done? 10 Looked to us for relief? 11 Q. Have -- do they seek both financial relief 12 and assistance in lobbying the government to 13 increase Medicaid payments? 14 MR. COCO: Objection. 15 A. I don't know that they have looked to Blue 16 Cross to do that. 17 Q. But Blue Cross Blue Shield of 18 Massachusetts is, nonetheless, working through Mr. 19 Peter Meade to lobby the government to increase 20 Medicaid payments. 21 MR. COCO: Objection. 22 A. I don't know if I would -- I don't know if</p>



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<p style="text-align: right;">218</p> <p>1 the word "lobby" is correct, but I know that he's 2 working with others, including the government, to 3 address this issue. 4 Q. Is he advocating an increase in 5 reimbursement rates to address the issue? 6 MR. COCO: Objection. 7 A. I don't know what he's doing specifically. 8 Q. Well, what is the purpose of the work that 9 Mr. Meade is doing? What's the goal it's designed 10 to reach? 11 MR. COCO: Objection. 12 A. I don't know. 13 Q. Well, what's your understanding of what he 14 is doing in relation to Medicaid -- 15 A. My only understanding is what I've said, 16 is that he's working with other constituents in the 17 state to address the Medicaid shortfall. 18 Q. Who is he working with -- I'm sorry. Go 19 ahead. 20 A. And in the interim, we've offered some of 21 these payments for -- for relief at the hospital 22 level.</p>	<p style="text-align: right;">220</p> <p>1 renewals coming up for 10/1/06, so it would have 2 just been the 10/1/05 renewals. 3 Q. Okay. How many contracts were renewed in 4 the 10/1/05 phase of renewals? 5 A. Between 15 and 20. 6 Q. So, out of those 15 to 20 contracts, 7 somewhere in the region of 10 to 15 of those 8 contracts did receive -- did involve Medicaid 9 shortfall payments? 10 A. Those are -- that's an estimate -- 11 Q. Okay. 12 A. -- without looking at the specific numbers 13 and lists. 14 Q. That would work out as approximately 15 anywhere from 50 to 100 percent of the hospitals 16 received Medicaid shortfall payments. 17 MR. COCO: Objection. 18 A. No. 19 Q. If you do the math at 10 to 15 versus 15 20 or 20 -- 21 A. Yeah. 22 Q. -- the minimum percentage is 50, and the</p>
<p style="text-align: right;">219</p> <p>1 Q. What are the other constituents that he's 2 working with? 3 MR. COCO: Objection. 4 A. I don't know specifically. 5 Q. Does BCBS of Massachusetts anticipate 6 making similar Medicaid shortfall payments to other 7 hospitals as their contracts come up for renewal? 8 MR. COCO: Objection. 9 A. At -- at this moment in time, it's a -- 10 it's a question that's unanswered. 11 Q. When's the first time that BCBS of 12 Massachusetts made a Medicaid shortfall payment to 13 a hospital? 14 MR. COCO: Objection. 15 A. First time I negotiated a payment was for 16 implementation of the 10/1/05 renewal hospitals. 17 Q. Since 10/1/05 to the present, how many of 18 the 72 hospital contracts BCBS of Massachusetts 19 maintains have come up for renewal? 20 A. Since -- after the 10/1/05 renewals? 21 Q. Right, or since and including the 10/1. 22 A. Including the 10/1? Well, we have</p>	<p style="text-align: right;">221</p> <p>1 maximum is a hundred. I'm just trying to 2 understand what proportion of hospitals are getting 3 these Medicaid shortfall payments. 4 MR. COCO: Objection. 5 A. So, repeat the numbers that you just 6 quoted. 7 Q. Well, to -- to save the arithmetic 8 trouble, let me ask you this: Of the contracts 9 that have come up for renewal since and including 10 10/1/05, can you approximate what portion or what 11 percentage have involved the payment of Medicaid 12 shortfall payments? 13 A. Well, without going back and looking at 14 the total number of hospitals that were up for 15 renewal and how many received a Medicaid shortfall, 16 I would have to simply estimate how many I remember 17 receiving a shortfall, and that's, you know, 18 between 10 and 15 hospitals. 19 Q. Between 10 and 15 hospitals? 20 A. Right. 21 Q. Okay. Now, is it anticipated that 22 Medicaid shortfall payments will be made as part of</p>

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<p style="text-align: right;">222</p> <p>1 the '06 renewals?</p> <p>2 MR. COCO: Objection.</p> <p>3 A. There are still discussions about that.</p> <p>4 Q. Who is responsible for making a decision</p> <p>5 as to whether or not to make Medicaid shortfall</p> <p>6 payments?</p> <p>7 A. My boss, Deb Devaux, and Rena Vertes would</p> <p>8 be the two that I would look to for the decision.</p> <p>9 And whether or not they're looking to their</p> <p>10 superiors, I don't know.</p> <p>11 Q. Is this an issue that is subject to</p> <p>12 analysis in the Provider Financial Strategy Work</p> <p>13 Group?</p> <p>14 A. I don't remember it coming up in the</p> <p>15 Provider Financial Strategy Work Group.</p> <p>16 Q. When will a final decision be made as to</p> <p>17 whether or not to provide Medicaid shortfall</p> <p>18 payments to hospitals as part of the '06 renewals?</p> <p>19 A. We're probably days away from a final</p> <p>20 decision.</p> <p>21 Q. What are the pros and the cons of making</p> <p>22 the payments that have been under discussion?</p>	<p style="text-align: right;">224</p> <p>1 shortfall payments?</p> <p>2 A. The decision would be made now whether or</p> <p>3 not there would be any funding available as part of</p> <p>4 the negotiation. It isn't an automatic -- in any</p> <p>5 case, it's not an automatic offering.</p> <p>6 Q. The next -- the last two pages -- rather</p> <p>7 the page Bates numbered 12499, which is entitled</p> <p>8 "Physician's Terms," do you see that --</p> <p>9 A. (Witness nods.)</p> <p>10 Q. -- does this pertain to the same incentive</p> <p>11 programs that we discussed earlier in the day?</p> <p>12 A. Which piece?</p> <p>13 Q. The primary care and specialty care</p> <p>14 pay-for-performance sections.</p> <p>15 A. The PCPIP, yes. And the specialty care is</p> <p>16 a variation of the standard GPIP program.</p> <p>17 Q. The fee schedule increases that are</p> <p>18 discussed closer to the top of the page --</p> <p>19 A. Yes.</p> <p>20 Q. -- do those pertain only to services or to</p> <p>21 services and drugs?</p> <p>22 A. They pertain to everything.</p>
<p style="text-align: right;">223</p> <p>1 MR. COCO: Objection.</p> <p>2 A. From my perspective? The pros would be</p> <p>3 what they've always been, to offer some assistance</p> <p>4 to hospitals that have a Medicaid shortfall and to</p> <p>5 keep it out of the ongoing rates and have it a</p> <p>6 short-term payment. The cons are, at this point in</p> <p>7 time, we don't know what the state -- how the state</p> <p>8 legislation is going to affect the payments -- the</p> <p>9 Medicaid payments going forward, because there's</p> <p>10 changes at the state level.</p> <p>11 Q. Is the decision that's under contemplation</p> <p>12 and from which the company is days away whether</p> <p>13 these would be offered to all hospitals, no</p> <p>14 hospitals, or a specific subset of hospitals that</p> <p>15 are coming up for renewal?</p> <p>16 A. It would be --</p> <p>17 MR. COCO: Objection.</p> <p>18 A. A -- the most it would be is a specific</p> <p>19 subset of hospitals. It would not be all</p> <p>20 hospitals.</p> <p>21 Q. Would the decision be made now as to which</p> <p>22 hospitals specifically will be offered Medicaid</p>	<p style="text-align: right;">225</p> <p>1 Q. And these are percentages increases that</p> <p>2 will be made across the board on the specified</p> <p>3 dates?</p> <p>4 A. Correct.</p> <p>5 Q. Now, is that suggesting payments will then</p> <p>6 not be at 95 percent of AWP because the AWP may or</p> <p>7 may not change by the percentages indicated here?</p> <p>8 MR. COCO: Objection.</p> <p>9 A. I don't know how -- I don't know how this</p> <p>10 impacts the AWP. I -- or the drug piece of this.</p> <p>11 Generally, I'm familiar with the CPT codes that are</p> <p>12 part of this.</p> <p>13 Q. Are you involved in sending out a</p> <p>14 notification to physicians of fee schedule updates?</p> <p>15 A. No.</p> <p>16 Q. Now, turning back to the document we</p> <p>17 marked as Exhibit Cizauskas 001, which is the</p> <p>18 collection of e-mails you looked at earlier, now, I</p> <p>19 see you're not -- you don't appear to be a sender</p> <p>20 or recipient of any of these e-mails, though</p> <p>21 counsel represented these were produced from your</p> <p>22 files. Do you have an understanding as to how</p>

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<p style="text-align: right;">226</p> <p>1 these documents came to be in your files?</p> <p>2 A. No.</p> <p>3 Q. Have you ever seen any of these e-mails</p> <p>4 before?</p> <p>5 A. I don't recall seeing them.</p> <p>6 Q. Now, if you look at the -- the first page,</p> <p>7 which is 13002, the second e-mail there is from</p> <p>8 Eileen Romanowicz, dated December 14, 2004. Who is</p> <p>9 Ms. Romanowicz?</p> <p>10 A. She is a former employee of Blue Cross who</p> <p>11 reported to John Killion.</p> <p>12 Q. Now, she says she has been working with</p> <p>13 others to formulate a strategy around changes in</p> <p>14 dialysis reimbursement. "-- notably, our</p> <p>15 dependence on AWP and the transition CMS is making</p> <p>16 for January 1st, '05."</p> <p>17 Do you have an understanding as to how</p> <p>18 BCBS of Massachusetts does reimburse dialysis</p> <p>19 centers?</p> <p>20 A. No.</p> <p>21 Q. Do you have an understanding as to whether</p> <p>22 or not AWP is involved in reimbursing dialysis</p>	<p style="text-align: right;">228</p> <p>1 Q. Okay. So, you have no familiarity with</p> <p>2 what those contracts provide as to reimbursement to</p> <p>3 physicians for drugs administered in office?</p> <p>4 A. No. My responsibility is the over-arching</p> <p>5 contracts around risk and incentives.</p> <p>6 MR. MANGI: Okay. I have no further</p> <p>7 questions for you, but I believe my colleague may</p> <p>8 have a few.</p> <p>9 THE WITNESS: Thank you.</p> <p>10 MR. MIZELL: Yes. Thank you. Just a few.</p> <p>11 EXAMINATION</p> <p>12 BY MR. MIZELL:</p> <p>13 Q. Approximately how many people does Blue</p> <p>14 Cross Blue Shield employ?</p> <p>15 A. Oh, I don't know.</p> <p>16 Q. Don't know?</p> <p>17 A. A lot.</p> <p>18 Q. A lot. Tens of thousands?</p> <p>19 A. No, not tens of thousands.</p> <p>20 Q. Just thousands?</p> <p>21 A. Yeah.</p> <p>22 Q. Okay. Is there an employee intranet?</p>
<p style="text-align: right;">227</p> <p>1 centers for drugs administered to patients?</p> <p>2 A. I'm not aware of that.</p> <p>3 Q. Do you know what DHCFF is?</p> <p>4 A. No.</p> <p>5 Q. Do you know whether or not these documents</p> <p>6 were from your files?</p> <p>7 A. I don't recall ever seeing these</p> <p>8 documents.</p> <p>9 Q. Let's take a break.</p> <p>10 VIDEO OPERATOR: The time is 3:47. We're</p> <p>11 off the record.</p> <p>12 (Recess was taken.)</p> <p>13 VIDEO OPERATOR: The time is 3:58. We're</p> <p>14 on the record.</p> <p>15 Q. Now, Ms. Cizauskas, the contracts that</p> <p>16 BCBS of Massachusetts enters into with physicians</p> <p>17 relating to reimbursement, those provide for</p> <p>18 reimbursement at the lower-of fee schedule amount</p> <p>19 or the physician's bill charge, correct?</p> <p>20 MR. COCO: Objection.</p> <p>21 A. I don't -- I don't know. I'm not in</p> <p>22 charge of the physician side of the house.</p>	<p style="text-align: right;">229</p> <p>1 A. Intranet?</p> <p>2 Q. You know, some companies, you turn on your</p> <p>3 computer in the morning and up comes on Internet</p> <p>4 Explorer. It comes like an internal network.</p> <p>5 A. There is, there is a -- the Blue Web.</p> <p>6 Q. Yeah, and it's for internal use for</p> <p>7 employees?</p> <p>8 A. Career opportunities, HR policies, things</p> <p>9 like that, yeah.</p> <p>10 Q. Okay. Is it searchable -- if you're an</p> <p>11 employee in a window, type in search terms and see</p> <p>12 what comes up?</p> <p>13 A. I don't know. I've never tried it.</p> <p>14 Q. Okay. You don't remember seeing, like, a</p> <p>15 search window on the monitor on the home page?</p> <p>16 A. I generally use it for posting -- job</p> <p>17 postings and HR policies and the calendar, and you</p> <p>18 know, things like that. I've never tried to search</p> <p>19 on it, but that's not to say you can't.</p> <p>20 Q. Okay. The BC 65, what's that stand for</p> <p>21 again?</p> <p>22 A. Blue Care 65.</p>

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<p style="text-align: right;">230</p> <p>1 Q. Are the participants -- and I mean the 2 individuals, not the providers -- are they enrolled 3 in Medicare, or is this, like, opt out of enrolling 4 in Medicare and enroll in this instead? 5 A. This is Medicare eligibles who select a 6 private insurer for their benefits. 7 Q. Okay. So, they're not also enrolled in 8 Medicare at the same time? 9 A. I don't believe so. 10 Q. You're familiar with folks that do enroll 11 in Medicare, sometimes they also enroll in Medi 12 Gap-type policies? 13 A. Yes. 14 Q. Are the participants in Blue Care 65 -- 15 does that function as providing both Medicare and 16 Medi Gap coverage to them? 17 A. No. 18 Q. So, they would still have a 20 percent 19 copay as they would in the Medicare context? 20 A. No, the Blue Care 65, it's like an HMO 21 product for Medicare recipients. And I can't speak 22 to the specific benefit design, but there is a</p>	<p style="text-align: right;">232</p> <p>1 provider's own improvement from one year to the 2 next, or their relationship to the network at 3 large. 4 Q. So, an incentive being provided to keep a 5 particular provider at a particular range of use of 6 using radiology? 7 A. It's to improve upon their utilization of 8 -- of certain -- certain radiology tests. 9 Q. So, would Blue Cross Blue Shield be 10 seeking to encourage the use -- you mentioned CT 11 scans this morning, didn't you? 12 A. Uh-huh. 13 Q. Are you seeking to encourage the use of 14 those scans? 15 A. It's to encourage the appropriate use of 16 -- and I couldn't get into what the clinical 17 criteria is for using one type of test versus 18 another. 19 Q. Is it a -- is it a carrot-and-stick-type 20 approach where there might be offsets or some kind 21 of penalties -- 22 A. No, it's a --</p>
<p style="text-align: right;">231</p> <p>1 copay and premium, monthly premium. 2 Q. Is it -- do you know -- for the 3 beneficiaries is it a -- is it a flat or a 4 percentage-based copay? 5 A. I can't speak to the benefit design. 6 Q. Okay. Earlier this morning we were 7 talking about some of the incentive contracts, and 8 I think we were talking about -- I may say this 9 wrong -- tertiary hospital incentives. 10 A. Yes. 11 Q. We talked about efficiency goals, and one 12 example you provided was appropriate use of 13 radiology. 14 A. Correct. 15 Q. And I'm curious what Blue Cross Blue 16 Shield -- what would -- what would they want to -- 17 or what would it want to incentivize with respect 18 to the appropriate use of radiology? 19 A. We look at the network average and trends, 20 you know, how much it -- how much utilization is 21 growing from one year to the next, and we provide 22 incentives around -- either improvement --</p>	<p style="text-align: right;">233</p> <p>1 Q. -- if they were to inappropriately use 2 radiology? 3 A. No, it's an upside incentive only. 4 Q. Okay. Are you familiar with Blue Cross 5 Blue Shield having been the Part B carrier for 6 Massachusetts? 7 A. Not really. 8 Q. Are you -- have you ever heard of that 9 before? 10 A. I'm familiar with the Med Ex wrap-around 11 products. Is that what you mean by "Part B"? 12 Q. No. 13 A. I didn't think so. No. 14 Q. Have you ever attended a meeting where 15 anyone discussed Blue Cross Blue Shield having 16 previously been the Part B carrier for 17 Massachusetts? 18 A. Not that I recall. 19 Q. Or receive any e-mails or newsletters or 20 documents discussing that? 21 A. Not that I recall offhand, no. 22 Q. Okay. Are you aware of anybody currently</p>



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<p style="text-align: right;">234</p> <p>1 employed at Blue Cross Blue Shield that used to 2 handle its Part B carrier business? 3 A. Say that again. 4 Q. Anybody currently employed at Blue Cross 5 that used to handle its Part B carrier business? 6 A. I don't know. I don't know. 7 Q. Or anybody who used to be employed here 8 that used to handle those, do you know any of 9 those? 10 A. No. 11 Q. Okay. The -- the contracts that you were 12 just talking about right before I started asking 13 you questions about whether or not they had the 14 lower-of component -- 15 A. Correct. 16 Q. -- would we need to look contract by 17 contract to see if that term was included? 18 A. On the physician side? 19 MR. COCO: Objection. 20 Q. Yes. 21 A. I'm not responsible for the physician side 22 of the house. So, I don't know.</p>	<p style="text-align: right;">236</p> <p>1 I have read the foregoing transcript of 2 my deposition and except for any corrections or 3 changes noted, I hereby subscribe to the transcript 4 as an accurate record of the statements made by me. 5 6 7 _____ 8 SHEILA R. CIZAUSKAS 9 10 11 Subscribed and sworn to before me 12 this _____ day of _____, 2006. 13 14 _____ 15 Notary Public 16 My Commission Expires: 17 18 19 20 21 22</p>
<p style="text-align: right;">235</p> <p>1 (Counsel confer.) 2 MR. MIZELL: I have no further questions. 3 Thanks. 4 MR. COCO: No questions. 5 VIDEO OPERATOR: The time is 4:06. The 6 deposition is concluded. We're off the record. 7 (Whereupon the deposition suspended 8 at 4:06 p.m.) 9 10 11 12 13 14 15 16 17 18 19 20 21 22</p>	<p style="text-align: right;">237</p> <p>1 Commonwealth of Massachusetts 2 Middlesex, ss. 3 4 5 I, P. Jodi Ohnemus, Notary Public 6 in and for the Commonwealth of Massachusetts, 7 do hereby certify that there came before me 8 on the 10th day of March, 2006, the deponent 9 herein, who was duly sworn by me; that the ensuing 10 examination upon oath of the said deponent was 11 reported stenographically by me and transcribed 12 into typewriting under my direction and control; 13 and that the within transcript is a true record of 14 the questions asked and answers given at said 15 deposition. 16 17 I FURTHER CERTIFY that I am neither 18 attorney nor counsel for, nor related to or 19 employed by any of the parties to the action 20 in which this deposition is taken; and, further, 21 that I am not a relative or employee of any 22 attorney or financially interested in the outcome</p>

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1    of the action.

2

3            IN WITNESS WHEREOF I have hereunto set my

4    hand and affixed my seal of office this

5    10th day of March, 2006, at Waltham.

6

7    \_\_\_\_\_

8    \_\_\_\_\_

9

10           P. Jodi Ohnemus, RPR, RMR, CRR

11           Notary Public,

12           Commonwealth

13           of Massachusetts

14           My Commission Expires:

15           4/21/2007

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